

BANQUET CONTRACT

Release and Indemnity Agreement

1. The customer, on behalf of the customer and all customer's guests, expressly agrees to indemnify, release and hold The Wind & Sea ("Restaurant") harmless of, from and against any and all losses, costs of collection, damages, attorneys fees, expenses, and all claims & liability growing out of, or resulting from this agreement, customer and customer's guests, or third parties' personal injury associated with use of said premises (including but not limited to slips and falls), the service and consumption of alcoholic beverages and/or food, and any act of negligence by the Restaurant. The Restaurant is not liable for utility outages including but not limited to water, natural gas and electricity. No refunds will be made should utility service be interrupted.
2. Should the Restaurant find that **any customer or guest has brought any type of alcohol** onto the premises without prior written approval by the Restaurant management, **or allows any minor to consume any alcoholic beverage (everyone must have a valid I.D. in their possession), the Restaurant reserves the right to close the bar immediately and/or terminate the function** entirely at the customer's expense. In addition, the customer will be responsible for all fines, loss of business, assessments and liability as a result of the above.
3. Deposits are refundable if reservation is cancelled in writing by customer prior to 60 days before the event. If customer books the function within 60 days of the scheduled event, all amounts paid to date are nonrefundable. Customer cancellations within 14 days of the scheduled event will be subject to full charges as contained in number 5 below. Deposits are nontransferable.
4. All deposits must be on or before the agreed deposit scheduled dates. If customer neglects to pay on time, the Restaurant reserves the right to cancel customers function and all deposits will be handled in accordance with number 3 above and number 5 below as if customer cancelled on the date the customer failed to pay per the deposit schedule.
5. Customer cancellation within 14 days of the scheduled event will be subject to the greater of the following full charges, a) the minimum food revenue guarantee plus beverages OR b) the minimum number of guests customer guarantees will be paid for times the lowest priced breakfast, lunch or dinner entree plus beverages applicable to the confirmed meal period, or the contracted menu plus beverages based on the published menu price the date of cancellation; whichever is greater. Service charge and taxes (see number 6 below) will be added and the total amount (less the nonrefundable deposits paid to date) is due and payable by the customer within three days of cancellation.
6. Prices DO NOT include Federal, State and Municipal taxes, which may be applicable. A 21% service charge will be added to the prices, and then all applicable taxes will be added, including sales tax. Prices are subject to change prior to the function.
7. The final guarantee of the number of people attending your function must be phoned, faxed or provided in person to the Restaurant office at least 72 hours PRIOR to the event. Please note the minimum number of guests that the customer guarantees or the minimum guarantee of food revenue as stated on the front of the banquet contract cannot be reduced. Customer will be charged and pay the greater of the following numbers:
 - ?? The full charge as calculated for cancellation within 14 days in number 5 above.
 - ?? The minimum number of guests (which customer guarantees by phone fax, or in person) will attend or the number of guests attending the event (whichever is greater) times the selected menu item price, plus beverages, plus all additional arrangements, service charge and tax.
 - ?? **Note: None of these guarantees can be reduced after being stated.**
 - ?? The Restaurant sets and prepares 5% over the stated number of guaranteed guests; we do not set or prepare an overage for hors d'oeuvres.
8. Customer agrees to be responsible for any and all liability and damage done to the premises during the period of time for setup, the actual event, and tear down by customer, customer's guests and customer's suppliers and other third parties who are present at customer's request.
9. The Restaurant will not assume any responsibility for the damage or loss of any merchandise or articles left on the premises prior to, during or following the event, including but not limited to personal articles, cake decorations, pillars, dividers and cake tops.
10. Decorations and decoration materials, including candles, must conform to local fire department regulations; it is expressly prohibited for banners, or materials of any kind to be affixed to ceiling, walls, partitions, or curtains in any of the rooms without prior Restaurant management approval.
11. All sums not paid in full when due will bear interest at the highest rate of interest allowed by law until paid in full. The Restaurant will also be entitled to recover all costs associated with the collection of any sums due, including court costs and attorney fees.
12. Severability. Should any portion of this agreement be found to be invalid by a court of law, the invalidity of that portion of the agreement shall not affect the validity of the remaining portion which shall remain in full force and effect.
13. No food or beverage may be brought onto the premises or related areas without prior written approval by the Restaurant management. Should the Restaurant find that any customer or guest has brought any type of food or beverage onto the premises or related areas without prior written Restaurant management approval, Number 2 above will apply and in addition, a charge equal to the full price the Restaurant would charge for the items brought onto the premises by customer, plus service charge and tax will become immediately due and payable by the customer.

Agreed:

Signature

Date